



Commonwealth of Virginia
Virginia Information Technologies Agency

**STRATEGIC HIGH LEVEL CONSULTING AND SOURCING ADVISORY ASSISTANCE
SERVICES**

Optional Use Contract

Date: April 30, 2004

Contract #: VA-040409-GORD

Authorized User: State Agencies, Institutions and Public Bodies
as defined in the VPPA

Contractor: Gordon & Glickson, LLC
444 N. Michigan Avenue
Suite 3600
Chicago, IL 60611-3903

FIN: 36-4287145

Contact Person Mark L. Gordon
312-321-1700
312-321-9324 (fax)
mlgordon@gctech.com

Contract Term: April 28, 2004 – April 27, 2005

Payment: Net 30 days

For Additional Information, Please Contact:

Robert E. Gleason
Technical Contracts Manager
Phone: 804-371-5923
Fax: 804-371-5969
E-Mail: Robert.gleason@vita.virginia.gov

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.asd.virginia.gov>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-040409-GORD
EXTRACT CHANGE LOG

[illegible]

**MASTER ORDERING AGREEMENT
VA-040409-GORD
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
GORDON & GLICKSON LLC**

1. SCOPE OF AGREEMENT

This is a Master Ordering Agreement (the "Agreement" or "Contract") between the Commonwealth of Virginia ("Commonwealth" or "State" or "VITA") and GORDON & GLICKSON LLC (the "Contractor"), FEIN # 364287145, an Illinois corporation having its principal place of business at 444 N. Michigan Ave, Suite 3600, Chicago, IL 60611-3903. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master Ordering Agreement for State Agencies, Institutions, and other public bodies as defined in Section 2.2-4301 *Definitions* of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users" to acquire strategic high level consulting and sourcing advisory assistance services ("Services") pursuant to the Commonwealth's Request For Proposal #2004-026R, dated March 8, 2004 (the "RFP"), and the Contractor's proposal dated March 15, 2004 in response thereto, in order to assist them in the evaluation of various business, financial and technical issues related to PPEA proposals.

Upon award, all Orders for Services will be placed directly with the Contractor by Authorized Users.

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "services" shall refer to strategic high level consulting and sourcing advisory assistance services, and shall include all related papers, reports, forms or other materials and documentation, whether in machine-readable or printed form, and produced pursuant to this Contract, or any Order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this Contract VA-040409-GORD, consisting of Terms and Conditions labeled 1 through 40, and Attachment A entitled "*Services Pricing*", to Contract VA-040409-GORD; (2) all executed Orders, and Attachments thereto, referencing Contract VA-040409-GORD; and (3) the non-disclosure agreement(s), if any, resulting from an executed Order referencing Contract VA-040409-GORD. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA Supply Chain Management office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager, VITA. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The VITA Supply Chain Management office shall promptly notify the Contractor of any assignment notice it receives.

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ANTI-DISCRIMINATION

By submitting their proposal, offeror certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based

organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

6. ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposal, Offeror certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8. **DEBARMENT STATUS**

By submitting their proposal, Offeror certifies that they are not currently debarred by the Commonwealth of Virginia from submitting offers on Contracts for the type of Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

9. **ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular Services purchased or acquired by the Commonwealth of Virginia under this Contract.

10. **PAYMENT**

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; project number, or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All Services provided under this Contract or any Order referencing this Contract that are to be paid for with public funds, shall be billed by the Contractor at the Contract price.
4. The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of

reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

B. To Subcontractors:

1. A Contractor awarded a Contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

b. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

11. INVOICING/PAYMENT

a. Where performance is longer than one (1) month, the Contractor shall invoice the Authorized User monthly in arrears.

b. Where performance is completed in less than one (1) month, the Contractor shall invoice the Authorized User for the full amount of the Order at the completion thereof.

c. Invoices shall provide at a minimum the following information:

- Contractor's tax identification number
- Invoice date
- Invoice number
- Order number
- VITA or Authorized User contact name
- Project name
- Description of Services provided for previous month
- Amount billed (versus total project cost if applicable)

d. A maximum of fifteen percent (15%) of each invoice may be withheld pending completion and acceptance of the total project.

12. CHANGES/MODIFICATIONS

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. By written notice to the Contractor, the Authorized User may, from time to time, make changes in drawings, designs, specifications, place of delivery, and property and Services being furnished to the Contractor. If any change causes an increase or decrease in price of an Order, in the time required for its performance, or otherwise affects any other provision of the Order, the Contractor shall promptly and before beginning the affected work, notify the Authorized User's Ordering Officer in writing that the Contractor intends to assert a claim for adjustment, and an equitable adjustment may be incorporated into the order. **THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY VITA'S TECHNICAL OR MANAGEMENT PERSONNEL OR OTHER REPRESENTATIVES SHALL BE DEEMED EXPRESSIONS OF PERSONAL OPINIONS ONLY AND SHALL NOT AFFECT THE CONTRACTOR'S AND COMMONWEALTH'S RIGHTS AND OBLIGATIONS HEREUNDER UNLESS THE SAME IS IN WRITING SIGNED BY THE PARTIES AND EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE TO THE ORDER.**

The VITA Contracting Officer for approval of any Contract modifications is:

Commonwealth of Virginia
 Virginia Information Technologies Agency (VITA)
 ATTN: Robert E. Gleason
 Richmond Plaza Building, Lobby Level
 110 South 7th Street
 Richmond, Virginia 23219

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

13. DEFAULT

In case of failure to deliver Services in accordance with the Contract terms and conditions, VITA, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that VITA or the Commonwealth may have. Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence.

14. INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded a Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state

in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

16. NONDISCRIMINATION OF CONTRACTORS

An Offeror or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Services, the Authorized User shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent Services from an alternative provider.

17. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal <http://www.eva.state.va.us/>, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All Offerors desiring to provide Services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of

solicitations and amendments, and ability to research historical procurement data, as they become available.

- c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

18. CONTRACT TERM

The initial Contract term shall be for a one (1) year period. The Contract may be renewed by VITA for three (3) successive one-year periods under the terms and conditions herein. Written notice of VITA's intention to renew will be given approximately 60 days prior to the expiration date of each Contract period. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed.

19. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Services from this Contract by one of the following Order methods:

- A. eVA: An eVA order issued by an Authorized User or the Supply Chain Management directorate (SCM), VITA through the Commonwealth's electronic procurement website portal <http://www.eva.state.va.us>
- B. Purchase Order (PO): An official PO form issued by the Supply Chain Management directorate (SCM), VITA, or any Authorized User.
- C. Charge/Credit Card:
 - 1. Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each Commonwealth Charge Card Order must not exceed \$5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.
 - 2. Any other order/payment charge or credit card process, e.g. AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.

This ordering authority is limited to issuing Orders for Services that is available only under this Agreement. Notwithstanding the section herein, entitled Modifications, no Authorized User or other public body of the Commonwealth shall have the authority to modify this Contract.

20. TERMINATION FOR CONVENIENCE

This Contract or any Order issued under this Contract may be terminated, in whole or in part, for the convenience of the Commonwealth by delivering to the Contractor a notice of termination specifying the extent to which performance under the Order or Contract is terminated, and the date of termination. Any Contract or Order cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Payment will be made by the Commonwealth or Authorized User to the Contractor for Services provided as of the effective cancellation date. After receipt of a notice of termination, the contractor shall stop all work or deliveries under the Order or Contract on the effective date, and to the extent, specified in said Notice. There are no other costs or obligations for termination for convenience.

21. PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. If within twelve (12) months following the acceptance of any Service, the list price of Service is reduced below the price paid hereunder, then the difference shall be refunded to the Authorized User. Such refund shall be made to the Authorized User within thirty (30) days from the date the decrease is announced to the general public. In addition, written notification of the decrease will be provided to VITA at the address identified.

The Commonwealth, in its sole option, may permit price adjustments, for requested changes in the Contractor's cost of Services using the Consumer Price Index/W (CPI-W) Table 4, Services/"Other Services" category as a guide, as found on website <http://STATS.BLS.GOV/NEWS.RELEASE/CPI.T04.HTM>.

Once the website is accessed, refer to the section titled COMMODITY AND SERVICE GROUP, within this group, refer to the lines titled SERVICES and OTHER SERVICES and read the figures in the fourth column for the current CPI rate.

No price increase is authorized until twelve (12) months after the effective date of this Contract, or the effective date for any subsequent renewal thereafter, or the effective date of any Order referencing this Contract. Price increases allowed shall not be retroactive and shall only apply to new statements of work (SOW) or change orders impacting an existing SOW, upon approval of VITA.

Contractor shall give not less than thirty (30) days advance written notice of any price increase to VITA. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and the proposed effective date of any general change in the price of Services. Documentation shall be supplied with the Contractor's request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and (2) verify the amount of

percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply services to the Authorized User. The Contractor is further advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Authorized User.

22. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to VITA no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of VITA's decision on the claim, unless VITA fails to render its decision within thirty (30) days. The decision of VITA shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia. Prior to such action under Section 2.2-4364, Code of Virginia, VITA may require that contractor submit its claim to alternative dispute resolution proceedings.

VITA, its officers, agents and employees, are executing this Agreement and any orders issued hereunder, solely in its or their statutory and regulatory capacities as agents for VITA and need not be joined as a party to any dispute that may arise hereunder.

In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

23. QUALIFICATIONS OF OFFERORS

An Authorized User may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Services and the Offeror shall furnish to Authorized User all such information and data for this purpose as may be requested. An Authorized User reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. An Authorized User further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Authorized User that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the Services delineated herein.

24. CONTRACTOR RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to VITA or any Authorized User and their designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

25. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth or VITA for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

VITA shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-507, Section 2.2-510 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify VITA or the Commonwealth for liability arising solely out of VITA's or the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent

of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

26. NON-APPROPRIATION

All funds for payment of Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the Services under this Contract, the Commonwealth will terminate this Contract for those Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

27. CONFIDENTIALITY OF INFORMATION

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, including the contents of any and all PPEA proposals, proprietary data and/or trade secrets and any parts thereof, whether such contents are the Commonwealth's, VITA's, an Authorized User's, or those of another manufacturer, contractor or distributor whereby Contractor or any Contractor's personnel may gain access while engaged by an Authorized User, or while on their respective premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by VITA or an Authorized User are strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in full force and effect, and shall be binding upon the Contractor, his agents, employees, successors, assigns, subcontractors or any party claiming an interest in this Agreement on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns and subcontractors which are engaged by an Authorized User of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

The Contractor, all Contractors' agents, employees, successors, assigns, and subcontractors that are engaged by an Authorized User for the purposes of this Contract will be required to sign a non-disclosure agreement protecting the confidentiality of all PPEA proposals that may be reviewed during the course of this Contract.

28. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

29. CREATION OF INTELLECTUAL PROPERTY

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Commonwealth. If the whole or any part of such copyrightable material cannot be deemed work made for hire, the Contractor agrees to assign, and does hereby irrevocably assign, the copyright thereto to the Commonwealth, and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purposes of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than regular employees of the Contractor, VITA, or of an Authorized User working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to VITA or any or an Authorized User.

The Commonwealth shall have all rights, title and interest in or to any invention reduced to practice through the performance of this Agreement.

The Contractor hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Commonwealth or an Authorized User, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of the Agreement by the Commonwealth shall have the effect of rescinding the provisions of this Section.

30. COMMONWEALTH'S RIGHTS TO SOFTWARE AND DOCUMENTATION

All materials generated under any Order referencing this Contract shall be considered work made for hire. The Commonwealth shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, data bases and documentation developed or generated under this Agreement, including, without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the Commonwealth.

Contractor warrants that all documentation provided under a Contract Order shall be of sufficient quality and detail to pass without objection in the trace and to enable outside parties and the Commonwealth's or any Authorized User's staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

31. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completely supervising and directing the work under this Agreement and all subcontractors that he may use, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

32. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor shall give full and fair consideration to small businesses, women and minority -owned businesses. When such business has been subcontracted to these firms, the contractor agrees to furnish the VITA Contracts Manager with quarterly reports that includes the following information: name of SWAM-owned subcontracted firm, contact name and phone number, total dollar amount subcontracted and type of product/service provided by the subcontracted firm.

33. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring submission of periodic Contract performance progress reports or program status reports, the Offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

34. FINAL ACTUAL INVOLVEMENT REPORT

Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME	ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Totals for Business Class			_____	_____	_____

35. **LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by the use of any defective or deficient Services delivered under this Contract shall not exceed the greater of \$1,000,000 dollars or two times the total amount of the affected Order to be paid to the Contractor resulting from a statement of work (SOW) under this Contract as of the date of the event or circumstance giving rise to Contractor's liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the Services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or willful negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

36. **LIMITATION OF COST**

It is hereby stipulated and agreed that the total cost to any Authorized User or the Commonwealth for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Contractor agrees to perform the work specified and all obligations under the Order within such funding limitation. The Contractor agrees to notify VITA in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include in such notification an estimate to complete the requirements of the Order.

The Authorized User will not be obligated to reimburse the Contractor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Contractor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations unless and until a written amendment to the Order increasing the funding limitation is approved by the Authorized User.

37. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

38. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

39. CONTRACTOR MONTHLY REPORT OF SALES

The Contractor shall report the monthly dollar value, in U.S. dollars, of all sales under this Contract by month. The report shall also show an accumulative record of all sales which shall carry forward for the duration of the contract. Within the first ten (10) calendar days of the following month, the Contractor shall submit a monthly report of sales, signed, to the VITA Contracts Manager and the Controller, VITA, showing all contract sales to include name of individual entity, type of service and total dollar value purchased. A Contract sale is defined as the total of all invoices paid by the Commonwealth during the reported month. The dollar value of a sale is the price paid by VITA for services under the contract as recorded by the Contractor. The Contractor shall remit the 2% IFA check (made out to the Controller, VITA) with the signed "Contractor Monthly Report of Sales" to the VITA Controller and in addition shall provide a copy (not actual check) of the submitted check and "Contractor Monthly Report of Sales" to the VITA Contracts Manager in electronic format.

Contractor(s) shall be required to submit monthly IFA reporting requirements through a web-based system once VITA has completed and implemented the system.

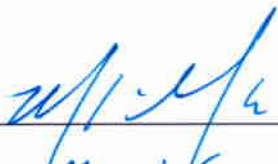
40. INDUSTRIAL FUNDING ADJUSTMENT

For Contract sales to any Authorized User other than VITA, Contractor shall pay VITA an Industrial Funding Adjustment (IFA). It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, under this Agreement. The Contractor shall remit the 2% IFA with the "Contractor Monthly Report of Sales" to the VITA Controller and in addition shall provide a copy (not actual check) of the submitted check and the "Contractor Monthly Report of Sales" to the VITA Contracts Manager within the first ten (10) calendar days of the following month. The IFA equals two percent (2%) of the total monthly sales reported. VITA may, at its discretion, agree to an electronic funds transfer in lieu of a check; however, in the absence of an express written agreement from VITA that validates agreement then the payment shall be made by check and made payable to the VITA Controller. The IFA amount due shall be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material.


If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract and the Contractor held in default.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GORDON & GLICKSON LLC

BY: 
NAME: Mark L. Gordon
TITLE: Manager
DATE: 4/27/04

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Robert E. Gleason
TITLE: Technology Contracts Mgr
DATE: 4/28/04

**ATTACHMENT A to
MASTER AGREEMENT
VA-040409-GORD
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
GORDON & GLICKSON LLC**

SERVICES PRICING

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-040409-GORD between the Commonwealth of Virginia ("Commonwealth" or "State or "VITA") and GORDON & GLICKSON LLC ("Contractor").

In the event of any discrepancy between this Attachment "A" and Contract VA-040409-GORD, the provisions of Contract VA-040409-GORD shall control.

1. LISTING OF SERVICES, PRICING AND USAGE INSTRUCTIONS

A. **Rates:** Contractor will provide services to "Authorized Users" at the following hourly rates ("Rates"):

Position	Rates
Senior Partner	\$386
Partner	\$318
Junior Partner	\$247
Senior Associate	\$217
Junior Associate	\$186
Paralegal/Staff	\$128

B. **Contribution:** Contractor will provide to VITA a non-billed review and evaluation of selected submitted PPEA proposals (in an amount of time and in a manner to be mutually agreed upon).

C. In all circumstances, the following shall apply: 100% of approved costs; detailed billing; an additional 1% on net ten (10) day payment terms.

D. Price adjustments are permitted in accordance with Contract section 21 entitled "*Price Protection*".

In any individual Order that references this Agreement, the Authorized User and Contractor may agree upon any alternative pricing arrangement that is less than the above-mentioned pricing. Such lower pricing can be based upon: a specific project; discounted rates for extended timeframes on projects that would vary in size and

might be based on hours and hourly rates, fixed-price, or some other innovative solution.

Examples of such solutions may include:

- Reduction in Contract rates for projects over a mutually agreed number of hours
- Reduction in Contract rates if projects are completed after a specific due date
- Reduction in Contract rates for projects having an extended time period onsite
- Projects employing phase-by-phase pricing, e.g. RFP preparation, diligence activities, service agreement preparations. In such instances, to assist with planning and budgeting, an Authorized User can request that Contractor provide revised estimated pricing for the time that various subsequent phases of a project will require.
- Other fee structures that make use of deferred- or success-based fee arrangements awarded on a fixed-price or cost-reimbursement basis, or on any other basis not prohibited.

IN NO INSTANCE SHALL THE PRICING FOR ANY PROJECT OR ORDER THAT REFERENCES THIS AGREEMENT EXCEED THE ABOVE-MENTIONED HOURLY RATE PRICING.

E. CONTRACT USAGE

- 1) Contractor personnel shall not be permitted to commence work on any project until a written Statement of Work Order by the Authorized User has been issued, agreed upon and accepted. Any work performed by Contractor or Contractor's personnel prior to the effective date of the Statement of Work Order shall not be billed and/or accepted by an Authorized User.
- 2) If any individual(s) employed by Contractor is unable to perform at an acceptable level within a reasonable length of time, as determined in the Authorized User's sole judgment, the Authorized User will have the right to terminate that individual's services. Notice of termination may be as little as one (1) work day. If it can be shown that an individual did not make productive use of his/her time, the Authorized User may, at its sole option, refuse payment for any hours billed against that individual for that period of time.
- 3) Contractor shall be responsible for start up costs on time and materials basis, as negotiated by an Authorized User, to train the replacement to bring them up to the point of where the previous individual left off whenever Contractor personnel are replaced at the Contractor's request.
- 4) Authorized User will provide proper working facilities and consumable supplies commensurate with the task(s) to be performed.
- 5) Authorized User will provide access to project documentation as well as familiarization briefings on requirements.
- 6) Authorized User will provide access to any technical manuals and references required during the normal performance of duties.

- 7) Contractor personnel shall be expected to follow established directives and policies during the performance of assigned tasks.
- 8) From time to time, Contractor personnel may be required to work weekends or to travel to locations other than their primary work place. In such cases, the Contractor shall be reimbursed for meals, transportation and lodging in accordance with the Commonwealth's State Travel Regulations as posted on the Commonwealth of Virginia, Department of Accounts' internet website at <http://www.doa.state.va.us/procedures/adminservices/capp/capp1.htm>.
- 9) Except in cases where Contractor has received prior written consent from an Authorized User to exceed such amounts, all invoices for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, lodging and incidental travel expenses and shall not exceed 10% of the total "Order" cost of services. TRAVEL SHALL BE COUNTED AS NORMAL TIME NOT TO EXCEED EIGHT (8) HOURS PER DAY REGARDLESS OF THE ACTUAL TIME REQUIRED. Contractor shall not charge an Authorized User for travel, lodging and meal expenses to relocate information technology consultants hired by the Authorized User. No overtime payment shall be allowed for hourly individuals only straight hourly rate will be paid.
- 10) Should Contractor, at any time, be unable to provide fully qualified personnel from within his organization due to current workload, the Contractor may provide personnel under a subcontractor type arrangement, at the rates awarded in the Contract.

F. ORDERS

- 1) Authorized Users shall issue Orders initiated through eVA and/or as otherwise delineated herein under section 19 entitled "*Orders*", and processed as follows, which will contain among other provisions:
 - A reference to this Contract
 - Statement of Work (SOW)
 - Statement of Type of Work Order (i.e. Time and Materials, fixed price or alternate pricing model) and total costs or unit price; and
 - Delivery or Performance Schedule
- 2) Orders may be written based on Time and Materials (T&M), fixed price, or any alternate pricing basis agreed upon between the Authorized User and the Contractor against this Contract. A Time and Materials Order will list the consulting Services to be performed by personnel desired together with hourly costs associated with each. All Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with section 36 herein entitled "*Limitation of Cost*".

- 3) A Fixed Price Order will list the deliverables of the project or consulting Service to be delivered along with the associated hours and hourly costs. An Authorized User may also consider alternate pricing models instead of fixed price driven by hourly rates and hours provided the models list the deliverables of the project or consulting Service and total cost.
- 4) Pricing for all Orders shall be in accordance with the pricing schedule set forth above or such other lower pricing as may be agreed upon by both parties for specific projects/requirements. All Orders shall be incorporated as an integral part of this Contract.
- 5) Work hours will be established by an Authorized User, however, normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, (State holidays excluded). Contractor's personnel may be required to work unusual hours and times to meet project related requirements and /or suspense dates. When unusual hours are required, an Authorized Users will provide sufficient advance notice for proper planning.

G. ACTIVATION OF ORDERS

The following procedure will be used to initiate and activate an Order under this Agreement:

- 1) The Authorized User will prepare a Statement of Work Order (Order), together with all necessary technical attachments, and provide the Order to the Contractor through eVA and/or any other authorized ordering method delineated herein under Contract section 19 herein entitled "*Orders*".
- 2) Contractor, upon receipt of an Order through eVA or any other authorized ordering process, shall commence work as stipulated in the Order.

2. SHIP TO / BILL TO ADDRESSES

Authorized Users shall include shipping and billing addresses on individual Orders referencing this Contract.

3. DELIVERY SCHEDULE

The delivery schedule of Services shall be specified in any executed Attachment or Order referencing the Agreement, or within five (5) days After Receipt of the Order (ARO) if no date is specified. If delivery of all Services is not completed within the time specified, then the Authorized User may cancel the individual Order without further obligation.

4. VITA POINTS OF CONTACT

Contract Administration/Compliance

Contracts Administrator
Virginia Information Technologies Agency
Supply Chain Management Directorate
110 South 7th Street, East Lobby
Richmond, VA 23219-3931
Tel: 804-371-5900
Fax: 804-371-5969
contracts@vita.state.gov
<http://www.asd.virginia.gov>

Contract Information

Robert E. Gleason, VCO
Supply Chain Management Directorate
Virginia Information Technologies Agency
110 South 7th Street, East Lobby
Richmond, VA 23219-3931
Tel: 804-371-5923
Fax: 804-371-5969
robert.gleason@vita.viirginia.gov
<http://www.asd.virginia.gov>

5. CONTRACTOR POINTS-OF-CONTACT

Contract Information

GORDON & GLICKSON LLC
ATTN: Mark L. Gordon, Managing Partner
444 N. Michigan Ave, Suite 3600
Chicago, IL 60611-3903
Tel. 312-321-1700
Fax. 312-321-9324
email: mlgordon@ggtech.com
web: <http://www.ggtech.com>

Billing/Administration

GORDON & GLICKSON LLC
ATTN: Cathy T. Fiumetto, Finance
444 N. Michigan Ave., Suite 3600
Chicago, Illinois 60611-3903
Tel: 312-379-2450
Fax: 312-321-9324
email: ctfiumetto@ggtech.com
web: <http://www.ggtech.com>

Gleason, Robert

From: Gleason, Robert
Sent: Wednesday, April 28, 2004 3:30 PM
To: 'Mark L. Gordon'
Cc: 'Michael T. Hepburn'
Subject: Notice of Award VA-040409-GORD

Importance: High

*** VIA EMAIL ***

April 28, 2004

GORDON & GLICKSON LLC
ATTN: Mark L. Gordon, Managing Partner
444 N. Michigan Ave, Suite 3600
Chicago, IL 60611-3903

RE: Contract # VA-040409-GORD. Advanced Consulting Services for PPEA Proposals (RFP #2004-026R)

Dear Mr. Gordon:

Please accept this email as your official notice of award for the above-referenced procurement. A copy of the fully executed contract is attached with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this Agreement.

Correspondence concerning delivery or acceptance of Services in any Order referencing this Contract should be addressed to the specific individual designated by the Authorized User's point-of-contact in the particular Order.

I am designated as the overall VITA point-of-contact for this procurement and Contract, and you can feel free to contact me anytime regarding Contract implementation, as well as any future contract management or administration issues.

Sincerely,

Robert E. Gleason
Technology Contracts Manager



Virginia Information Technologies Agency (VITA)
Supply Chain Management (SCM)
110 S. 7th Street, East Lobby
Richmond, VA 23219
Tel: 804-371-5923 / Fax: 804-371-5969
Email: robert.gleason@vita.virginia.gov
ASD: <http://www.asd.virginia.gov/>
eVA Customer Care tel: 804-786-3842 or 1-866-BUYSENS
eVA: <http://evaregishelp.dgs.state.va.us/>

Attachment:
Contract VA-040409-GORD



VA-040409-GORD_
PPEA-Cons-Svcs....

COMMONWEALTH OF VIRGINIA AGENCY PROCUREMENT REQUEST

1. AGENCY INFORMATION

AGENCY: *VITA*
 AGENCY DIVISION:
 PROGRAM NAMES/CODES: Requisition Number:
 CONTACT NAME:
Kelly Hollans / Susan Woolley

REQUEST NO.: *64-119*
 AGENCY CODE: *136*
 FUND CODE:
 TEL. NO.: *343-9024*
 FAX TEL. NO.:

2. ESTIMATED PROCUREMENT COSTS

ITEM	PURCHASE PRICE	RENT OR LEASE/MO.	RENT/LEASE X TERM (MOS.)	TOTAL
HARDWARE			()	
SOFTWARE			()	
SERVICES			()	
MAINTENANCE: Monthly			()	
FINANCE CHARGE		N/A	N/A	
OTHER CHARGES		N/A	N/A	
TOTAL				<i>0</i>

3. SEE PAGE 2 OF THIS FORM: PROJECT DESCRIPTION AND JUSTIFICATION (FEASIBILITY STUDY)

4. FUNDING CERTIFICATION

CERTIFICATION:

*I hereby certify that sufficient funds for this request
 are available under the source(s) indicated.*

FUND SOURCES:

Cost Center:

Billing Element:

Sub-Object Code Sequence Suffix

/
/
/
/

SUBMITTED:

10/03/97

Date

Name (Type or Print)

Signature

Title

5. RECOMMENDED FOR APPROVAL

Date

Director
 DIT Acquisition Services Division

FOR DIT USE ONLY

DIT APR #: *119-04/119*

ASSIGNED TO: *Gleason*

APPROVAL #:

APPROVAL AMOUNT \$:

DELIVERY ORDER #:

CONTRACT #: *VA-040409-6020*